



PROFESSIONAL TRANSPORTATION SERVICES CONTRACT

This Agreement made and entered into July 1, 2018, by and between the Metropolitan Tulsa Transit Authority, 510 South Rockford Avenue, Tulsa, Oklahoma 74120, a public trust organized and existing under the laws of the State of Oklahoma ("Tulsa Transit") and the City of Broken Arrow, a municipal corporation ("City"), in accordance with Title 74 O.S. 2001 §1001, *et. seq.*

WITNESSETH:

WHEREAS, the City wishes to provide public transportation services to enable the citizens of the City to access employment, health care, educational services, social services, recreation and other opportunities and amenities; and,

WHEREAS, the City desires to provide the needed transportation services to the extent feasible given existing financial constraints; and,

WHEREAS, Tulsa Transit, an experienced provider of public transportation services in the metropolitan Tulsa region, wishes to provide the needed services for the City.

NOW THEREFORE, in consideration of the mutual agreements herein contained, Tulsa Transit and the City agree as follows:

1. **Description of Service:** Tulsa Transit hereby agrees to provide and maintain:
 - a. Fixed-route deviation public transportation service, including ADA accessible services, for and within the City.
 - b. Express public transportation service between the City and downtown Tulsa.

This system shall operate each weekday (and Saturday if requested) during agreed upon hours, exclusive of holidays, for the period of time during which this Agreement shall remain in effect.

The system implemented by Tulsa Transit shall consist of the number of available vehicles requested by the City operating in a manner as presented to and approved by the City Council and transmitted and approved by Tulsa Transit. It is expressly understood that the number of requested vehicles provided is dependent upon the number available for this purpose within the Tulsa Transit fleet, as determined solely by Tulsa Transit.

Tulsa Transit shall not be obligated to accept a number of riders on any vehicle in excess of the number, which is the sum of the number of passengers that can be seated on the vehicles plus a number, up to twenty percent (20%), of standees based upon the seating capacity of the vehicle.

Tulsa Transit will make recommendations and the City will advise Tulsa Transit of the desired service areas, routes and stops (subject to the joint approval of the City and Tulsa Transit for safe and efficient public transportation operation).

2. **Cost of Service:** The City shall provide a subsidy to Tulsa Transit for operation of the fixed-route flexible service (including ADA accessible services) within the City at a rate of \$45.78 per service hour. The City shall also provide a subsidy to Tulsa Transit for express service in the amount of \$83,640. Tulsa Transit will invoice the City monthly, with payments due to Tulsa Transit within thirty days from receipt of invoice.

3. **Fares:** Fares charged and collected by Tulsa Transit shall be established by Tulsa Transit in cooperation with the City.

4. **Term of Agreement:** This Agreement is effective as of the 1st day of July 2018, and shall continue through June 30, 2019.

5. **Termination:** Either party may terminate this Agreement by giving the other party at least thirty (30) days' written notice of its intention to terminate.

6. **Excusable Default:** Tulsa Transit shall not be held in default of this Agreement if it is prevented from performing by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war or other emergencies, including then existing road conditions making performance impossible or illegal.

7. **Integration:** It is understood and agreed that this Agreement contains all the covenants, stipulations, and provisions agreed to by the parties and neither party is nor shall be bound by any statement or representation not in conformity with this Agreement. This Agreement may not be modified except in writing, signed by both parties.

8. **Law Controlling:** It is the understanding of Tulsa Transit and the City that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to public transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding upon the parties hereto as if such law were set forth fully herein.

9. **Hold Harmless:** Either party that causes any injury or damages (even death) to any person or property agrees to hold the other party harmless for any liabilities, obligations, losses, damages, penalties, claims, actions and costs of whatsoever kind. This hold harmless clause shall be limited to the extent allowed by the Oklahoma Governmental Tort Claims Act, Title 51 O.S. 2001 § 151, *et. seq.*

10. **Employment Status:** The employees of Tulsa Transit remain employees of Tulsa Transit. The employees of the City remain employees of the City. The respective employers will continue to provide salaries, insurance and other benefits, to its employees in their regular manner. Neither separate administrative structure, nor separate funding structure is required. No joint employment is created. No separate organization shall be created hereunder, nor shall any real property be transferred between the parties, nor shall there be any joint financing.

11. **No Joint Financing or Separate Legal Entity:** No joint financing is necessary to fulfill the terms of this Agreement. Each party has the necessary resources to contribute to its part of this Agreement. No separate administrative structure is required or separate funding required. No separate organization shall be created hereunder, nor shall any real property be transferred between the parties.

12. **Liabilities:** Liability for the conduct of Tulsa Transit employees shall remain the responsibility of Tulsa Transit. Liability for the conduct of the City's employees shall remain the responsibility of the City. The rights, duties and obligations under or arising from this Agreement shall not be assigned by any of the parties hereto without express written consent of the other parties to the Agreement.

13. **Settlement Of Disagreements:** In the event of any disagreement(s) as to the administration of this Agreement, the General Manager for Tulsa Transit and the Assistant City Manager for the City on behalf of their respective jurisdictions and as administrators of this Agreement shall resolve the disagreement(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first mentioned.

Metropolitan Tulsa Transit Authority, a public trust

Attest:

By: _____
Ted J. Rieck, AICP, General Manager

City of Broken Arrow, a municipal corporation

Assistant City Attorney

By: _____
City Manager

Attest:

City Clerk [Seal]